defendants handed a number of written exceptions to the Court at the time of the argument of the case, which I have considered as filed, mostly directed to the competency of witnesses for the plaintiff to express an opinion on the mental capacity of the grantors in said deed, and a great deal of that testimony, I find, was not admissible and has not been considered However, there is sufficient admissible evidence in the case to enable the Court by me. to get a clear understanding of the transactions in question. From it we find two very old and infirm people, living in the mountains in this County, one a woman, a paralytic for about six years, almost helpless, with an enfeebled mind and little understanding, living with her brother who had a recent stroke of paralysis, also enfeebled in body and mind but not as much so as his sister. They had been frugal, had accumulated and saved up the property in question, had always been very careful in paying out any money, had invariably been averse to parting with their money, had been unable to properly care for themselves for some years and were slowly getting worse and more and more in need of personal attention and consequently more in need of their property. Suddenly, on April 6, 1931, they stripped themselves of all their real property by a gift, by deed, of their real estate to two young men (not related), who, admittedly, had done very little for them that had not been paid for, and further we find the sister, Mary L. Stem, turning over her deposit book with an order placing her bank account in the joint names of herself and one of the young men above mentioned, Edgar H. Harbaugh, payable to the order of either or the survivor. It could hardly be imagined that these old people meant to convey all of their property to these young men and to be absolutely dependent upon them for subsistence, care and attention in their old age and enfeebled condition, if they were sane and understood the transaction.

Brogden vs. Walker, 2 H. & J. 285.

There is a well recognized principle that equity will grant relief in a case of unconscionable bargains, that is, where it is apparent from the intrinsic nature and subject of the bargain itself, such as no man in his senses and not under delusions would make on the one hand, and no honest and fair man would accept on the other; which are inequitable and unconscientious bargains.

1 Story Equity Jurisprudence, Secs. 188 and 244. Although I do not take that view of this case, in my opinion it comes very close to the border line.

As there are two grantors in the deed and the evidence differs as to their mental incapacity and the part they had in the transactions, I will, to some extent, treat them separately.

The testimony of Dr. Henderson and Dr. Gray that Mary L. Stem was mentally incapable of executing a valid deed or contract on April 6, 1931, is substantiated by the testimony of many other witnesses who were in closest contact with her and described her conduct and conversations, and there is no question in my mind that any disposition she made of her property, either at that time or later, is null and void on account of her mental incapacity to execute a valid deed or contract, and should be set aside by the Court.

As to Harvey O. Stem, Martin L. Harbaugh, the father of the defendants, attended to the duties necessary to complete the transactions, and, according to his statements, was apparently the agent of all parties, but the manner in which the business was transacted by him and his friends with these old people does not convince me that he had their interest at heart. He did not deny that he told Mrs. Anna Tressler to leave the room at the time the business was transacted, nor did he deny the accusation of Harvey O. Stem in the following August, that, "this trouble wouldn't have happened if you hadn't persuaded us to do it", as related by Mrs. Tressler. He identifies the letter he offered in evidence as having been sent by Harvey O. Stem, which asks that a will be prepared, and says he acted at once on the matterm but he had a deed prepared, which is not what is requested in the letter, nor is